

Amendment 175 Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 175 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 10th day of November, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to modify the Business Account Website (BAW) to allow Business Account users to replace cards from either their existing card stock or new card stock. This work is more fully described in SEA-07169 *PA-ROF BAW-Expand Card Replacement Process to Business Account Revision 5.0* (RFCS RFI 635 and Amendment 141).
- C. The Parties agree that the Work necessary to complete the BAW modifications will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

1.1 The Contractor will perform the work necessary to allow card replacements via two scenarios. In order to implement these scenarios the Contractor will:

- (a) Add or edit new screen text to help the customer understand their options and the steps and actions to utilize these options.
- (b) Update the final “receipt” page so that all related records show in one page. These records are:

- i. the card replaced number,
- ii. the work order number, and
- iii. the replacement card number (if taken from existing stock).

- (c) Provide the Lead Agent (LA) with the ability to waive the card replacement fee when the LA is performing the card replacement from existing stock

1.2 **Card Replacement Scenario 1:** Customer has an inventory supply of pre-purchased card stock which is previously issued, unused, has no fare product loaded and is unblocked. For this scenario, the Contractor will modify the BAW to allow the customer to access the replacement card feature and achieve the following limited actions:

- (a) enter card number to be replaced
- (b) click on replacement option
- (c) IF customer clicks on “replace from existing card stock”, THEN
- (d) replacement card cost is \$0
- (e) screen to enter new card number is displayed
- (f) transfer action is completed
- (g) original card is permanently blocked

1.3 Card Replacement Scenario 2: Customer has no pre-purchased supply of empty cards, and is able to pay with a credit card. For this scenario, the Contractor will modify the BAW to allow the customer to access the replacement card feature and achieve the following limited actions:

- (a) enter card number to be replaced
- (b) click on replacement option
- (c) IF customer clicks on “replace with a new card”, THEN
 - (d) replacement card cost is currently set per the agreement details, plus customized cost per card if applicable
 - (e) customer confirms action
 - (f) credit card payment screen appears
 - (g) customer completes credit card payment option
 - (h) transfer action is completed
 - (i) original card is permanently blocked

1.4. The Contractor will provide for the following access privileges:

- (a) the Lead Agency shall have full access to the complete process
- (b) the Participating Agency shall have read only access to card details
- (c) the Business Account User has the option of asking the Lead Agent to perform the replacement, or choose to do so themselves.
- (d) the exception to item (c) is that the Lead Agent is required to perform the replacement if the Business Account User orders a new card and uses a non-credit card form of payment.

1.5 The Contractor will update and submit to the Agencies the following documentation:

- (a) SEA-00029 Common Institutional Program Requirements (DR 2)
- (b) SEA-01654 ORCA Institutional Program Website Functional Specification
- (c) SEA-00366 RFCS Business Account Website Operations Manual

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 2.0 Schedule

2.1 The Contractor will implement this work in Maintenance Release 16

Section 3.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 175

To perform the work necessary to modify the BAW to allow BA users to replace cards.	
TOTAL	\$47,953

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and seventy-five shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: D. H. IL
Its: General Manager
Date: 11/9/11

The Agencies

By: Candace Carlson
Their: OCTA Operations Manager
On behalf of the Agencies
Date: November 10, 2011